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D'EDRA STEELE

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

D'EDRA STEELE, a Texas resident,	)	COMPLAINT FOR INJUNCTIVE RELIEF
	)	AND DAMAGES FOR:
Plaintiff	)	
vs.	)	1. Violation of the Americans with
	)	Disabilities Act, 42 U.S.C. § 12101;
UBER TECHNOLOGIES, INC., a	)	2. Violation of the of Texas Human
Delaware Corporation; and DOES 1-10,	)	Resources Code § 121.001, et seq.; and
Defendants.	)	3. Intentional Infliction of Emotional
	)	Distress.
	)	DEMAND FOR A TRIAL BY JURY

**INTRODUCTION**

1. Plaintiff D'Edra Steele initiates this action to enforce her right to be free from unlawful discrimination on the basis of her disability in the use and enjoyment of the public transportation services provided by Defendants Uber Technologies, Inc. and DOES 1 through 10. Plaintiff seeks the right, under both the Americans with Disabilities Act, (ADA), 42 U.S.C. §§ 12101, et seq., and the Texas Human Resources Code § 121.001, et seq., to full and equal access to and use of Defendants' transportation services with her service animal.





1 balance and provides stability for Plaintiff. Goodee also enables Plaintiff to navigate up and  
2 down steps and safely access ramps. Goodee has also been trained to provide Plaintiff with  
3 migraine headache alerts and to provide grounding for Post Traumatic Stress Disorder, a  
4 condition Plaintiff suffers.

5 15. Plaintiff depends on access to public transportation and privately owned  
6 transportation services, such as the service provided by Defendant Uber, to travel locally to retail  
7 establishments and to attend appointments with health care providers, including her primary care  
8 physician.

9 16. Starting in 2016, Plaintiff Steele began using the transportation services provided  
10 by Defendant Uber. Defendant Uber operates a demand responsive that provides transportation  
11 to individuals by car. The demand responsive system developed and implemented by Defendant  
12 Uber offers substantial cost savings over other forms of transportation available to Plaintiff. As a  
13 person with a disability living on a fixed income, the cost savings offered by Uber are significant  
14 and create a strong incentive for Plaintiff to use Uber's transportation services.

15 17. Plaintiff accesses Uber's transportation services by using Uber's software which is  
16 available as an app on Plaintiff's smart phone. Through its software app, Defendant Uber  
17 provides transportation services to the general public by arranging rides for passengers in the  
18 same manner that a taxi dispatcher arranges taxi cabs for customers. A passenger, such as  
19 Plaintiff, uses Uber's app to request transportation from a specific location to a specific  
20 destination. The software app identifies the drivers available to provide the transportation and  
21 arranges for a driver to pick-up the passenger. The app then notifies the passenger that a ride has  
22 been arranged and provides the driver's name, make and model of the driver's vehicle and the  
23 estimated time of arrival. The app allows the passenger to track the driver's progress to the  
24 passenger's location.

25 18. Upon completion of the ride, payment is made through Uber's app. Passengers  
26 do not pay the driver for the ride. Instead, Defendant Uber automatically charges the passenger's  
27 credit card for the ride. The cost of the ride is set by Uber, based on the duration and distance of  
28 the ride and other factors determined by Uber's algorithms. Uber then remits payment directly to  
the driver, keeping a portion of the payment for itself.

1           19.     Throughout 2016 and 2017, Plaintiff Steele was repeatedly denied access to  
2 Defendant Uber's transportation services on approximately 25 separate occasions. In every  
3 instance, Plaintiff was denied service because of her disability and use of a service animal.  
4 Defendant's on-going and continuing pattern and practice of refusing to provide transportation  
5 services to Plaintiff has caused Plaintiff Steele financial loss as well as extreme emotional  
6 distress.

7           20.     The first denial of service occurred on or about March 19, 2016. Plaintiff Steele  
8 used Defendant Uber's app to arrange transportation home from a doctor's appointment.  
9 Plaintiff waited outside for the Uber driver to arrive. Plaintiff waited with Goodee, her service  
10 animal, who was on a leash and wore a vest indicating she was a service dog. When the driver  
11 arrived and saw Plaintiff with a service animal, the driver said, "I've never had a doggie in my  
12 car before." Plaintiff tried to explain that Goodee was a service animal, but the driver drove  
13 away. Plaintiff called Defendant Uber's critical response line to complain that she had been  
14 denied service because of her service animal.

15           21.     Another instance occurred on September 14, 2016. Plaintiff Steele was at a  
16 Sprouts grocery store when she used Uber's app to obtain transportation home. After requesting  
17 a ride, Uber's app confirmed that her assigned driver, Wong, would arrive in a Toyota in  
18 approximately 7 minutes. A few minutes later, the Uber app informed Plaintiff the driver was  
19 "arriving now." Plaintiff saw the identified Toyota enter the Sprouts parking lot, come to her  
20 location, and then continue on. The driver circled the parking lot and then left. Plaintiff received  
21 a text asking, "Dog?" Plaintiff replied with a text stating she had a service dog. The driver's  
22 final text stated, "Sorry, it's a brand new car." Plaintiff then received a message from Defendant  
23 Uber stating, "Sorry, our driver had to cancel today."

24           22.     Plaintiff was left standing in the Sprouts parking lot with her groceries and  
25 Goodee her service dog. Plaintiff became so upset she began to cry and started shaking.  
26 Plaintiff required assistance in order to return into the store to charge her smart phone to arrange  
27 other transportation home.  
28

1           23.     On at least one occasion, Plaintiff was denied service twice on the same date by  
2 two different Uber drivers. On September 30, 2016, at approximately 12:16 p.m., Plaintiff used  
3 Defendant Uber's app to obtain transportation home from a local Walmart. Plaintiff received  
4 confirmation from Uber's app that a driver was six minutes away. Plaintiff also received a  
5 message that the driver had arrived. The Uber driver, Clarence, arrived in a pick-up truck and  
6 acknowledged Plaintiff. The driver got out of the truck and lowered the truck bed and indicated  
7 that Plaintiff's service animal, Goodee, would have to ride in the back of the truck. When  
8 Plaintiff objected, Clarence slammed the truck bed closed, got into the truck and drove away.  
9 Plaintiff then received a message from Defendant Uber stating, "Sorry, our driver had to cancel  
10 today."

11           24.     After having been denied service once, Plaintiff made a second attempt to access  
12 the transportation services offered by Defendant Uber. At approximately 12:40 p.m., Plaintiff  
13 used Uber's app to request another ride home from Walmart. Again, the Uber app confirmed  
14 that a driver, Robert, would arrive in approximately six minutes. Plaintiff also received a  
15 message that driver had arrived. A moment later, Plaintiff received a text message from the Uber  
16 driver asking, "Are you the lady with dog?" Plaintiff confirmed she had a service animal. The  
17 driver replied with a text stating, "I have allergies sorry." Several minutes later, Plaintiff  
18 received a message from Defendant Uber stating, "Sorry our driver had to cancel today."

19           25.     Plaintiff submitted a complaint to the Department of Justice reporting the two  
20 consecutive denials of service she experienced that day.

21           26.     Plaintiff Steele was also denied service on Thanksgiving Day, November 24,  
22 2016. Plaintiff sought to obtain transportation to celebrate the holiday with her family and  
23 friends. Plaintiff requested transportation with Defendant Uber. The app confirmed that an Uber  
24 driver named Kingsley would arrive in approximately 13 minutes.

25           27.     When the Uber driver arrived, he stopped before reaching the end of Plaintiff's  
26 driveway. The driver saw Plaintiff waiting for him with Goodee, Plaintiff's service animal.  
27 Goodee was on a leash and wore a vest stating "Service Dog."  
28

1           28.     From a distance, the Uber driver yelled to Plaintiff asking “Are you the one taking  
2 Uber with a service dog?” Plaintiff replied, “Yes, she’s a service dog.” The Uber driver replied  
3 “No way, I don’t have a blanket for my seats.” Plaintiff showed the driver she had a blanket for  
4 Goodee to sit on. Plaintiff also explained that federal law requires that he provide service to both  
5 her and her service animal. The Uber driver shook his head, said that he wasn’t refusing service  
6 but that he didn’t have a blanket for his seats. The Uber driver then backed out of Plaintiff’s  
7 driveway and left. A few minutes later Plaintiff received a message from Defendant Uber that  
8 its driver had canceled. Plaintiff was late for the Thanksgiving celebration as she was required to  
9 obtain other transportation. Plaintiff filed a complaint to the Department of Justice reporting the  
10 denial of service.

11           29.     A similar instance occurred December 20, 2016. Plaintiff Steele sought  
12 transportation with Defendant Uber. Plaintiff received confirmation that an Uber driver was  
13 approximately 13 minutes away. When the Uber driver arrived, he rolled down the car window  
14 and asked if Plaintiff was taking the dog. Plaintiff’s service animal Goodee was on a leash and  
15 wore a vest stating “Service Dog.” When Plaintiff said she was taking her service animal, the  
16 Uber driver stated, “I can’t take the dog.” The driver shook his head, said “No, no ma’am,” and  
17 pulled out of Plaintiff’s drive way. Plaintiff later received a message from Defendant Uber that  
18 its driver “had to cancel.”

19           30.     Afterwards, Plaintiff Steele called Defendant Uber’s support line and reported the  
20 denial of service. Uber’s representative refused to record the drivers’ name and license plate  
21 number. Instead, Uber’s representative told Plaintiff, ““You need to be more proactive and take  
22 a picture of the license plate so we’ll have the information.” Plaintiff was instructed to take a  
23 “screen shot” of her smart phone and hit the “home” button on Uber’s app to forward the  
24 information to Uber. Plaintiff attempted to follow these instructions, but the information was  
25 lost. Defendant Uber took no further action to address the denial of service. Plaintiff Steele filed  
26 a complaint to the U.S. Department of Justice reporting the denial of service

27           31.     In 2016, Plaintiff Steele was denied service by Defendant Uber because of her  
28 disability and use of a service animal on or about each of the following dates: March 4, 2016;



1 March 24, 2016; May 11, 2016; June 6, 2016; June 20, 2016; August 26, 2016; September 9,  
2 2016; September 14, 2016; September 22, 2016; September 30, 2016; September 30, 2016;  
3 October 25, 2016; November 11, 2016; November 16, 2016; November 24, 2016; December  
4 2, 2016; and December 20, 2016.

5 32. Defendant Uber's on-going pattern and practice of refusing to provide service to  
6 Plaintiff Steele because of her disability and use of a service animal continued throughout 2017.

7 33. On January 3, 2017, Plaintiff Steele was again denied service by Defendant Uber.  
8 Plaintiff used Uber's app to request a ride. Uber confirmed that a driver named Angela, in a  
9 Chevy Equinox, would arrive to pick up Plaintiff in 3 minutes. Plaintiff then sent the Uber driver  
10 a text specifying the specific location where she would be waiting.

11 34. A few minutes later, Plaintiff saw a Chevy Equinox pull up to the location  
12 specified by Plaintiff. The driver could see Plaintiff waiting for the driver with her service  
13 animal, Goodee, who was on a leash and who wore a vest stating, "Service Dog." As Plaintiff  
14 reached out to open the car door, the driver pulled away, circled the parking lot, and left.

15 35. Plaintiff attempted to call and text the driver. The driver did not respond to  
16 Plaintiff's voice message or her text. A few moments later, Plaintiff received a message from  
17 Defendant Uber stating, "Sorry our driver had to cancel today." Plaintiff was left standing there  
18 with no way home. Plaintiff filed a complaint with the Department of Justice that she had been  
19 denied service by Defendant Uber.

20 36. Plaintiff was again denied service by Defendant Uber on January 31, 2017.  
21 Plaintiff had again used Uber's app to request a ride. Uber's app confirmed that a driver named  
22 Ahmad would arrive in approximately 4 minutes in a Hyundai. A few minutes later the Uber  
23 driver pulled up and stopped directly in front of Plaintiff, who was standing with her service  
24 animal Goodee. Plaintiff had Goodee on a leash, and Goodee wore a vest stating, "Service  
25 Animal." As Plaintiff began to move toward the vehicle, the driver made eye contact with  
26 Plaintiff and then suddenly accelerated his car and pulled away from the loading ramp and drove  
27 away. Defendant Uber then sent Plaintiff a message stating "Sorry our driver had to cancel  
28 today." Plaintiff filed a complaint with the Department of Justice reporting the denial of service.



1           37.     The very next day, February 1, 2017, Plaintiff was again denied service because of  
2 her disability and use of a service animal. Plaintiff complained to Defendant Uber that she had  
3 again been denied service.

4           38.     On February 5, 2017, Plaintiff was contacted by Defendant Uber and asked to  
5 provide details regarding the denial of service she reported on February 1, 2017. Plaintiff told  
6 Defendant Uber that she had been denied service many times. Defendant Uber represented that it  
7 would address the driver that had denied service to Plaintiff on February 1, 2017. Defendant  
8 made no effort to address the previous times Plaintiff had been denied service. Further,  
9 Defendant Uber did not indicate that it would take any action to correct the continuing problem  
10 of denying service to persons who travel with a service animal. Plaintiff received no further  
11 communication from Uber regarding the February 1, 2017 denial of service.

12           39.     Plaintiff was again denied service because of her disability and use of a service  
13 animal on February 7, 2017. Plaintiff used Defendant Uber's app to request a ride. The Uber  
14 app confirmed that an Uber driver named Santiago would arrive in approximately 10 minutes to  
15 pick-up Plaintiff. When the Uber driver arrived, the driver saw Plaintiff standing with her  
16 service animal Goodee. Plaintiff had Goodee on a leash and Goodee wore a vest stating "Service  
17 Animal." Upon seeing Plaintiff's service animal, the Uber driver asked if the dog was coming.  
18 When Plaintiff replied that she required her service dog for her disability, the driver refused to  
19 take Goodee. Plaintiff asked the Uber driver to call Uber's critical response line, but the driver  
20 refused. The driver then left. As usual, Plaintiff then received a message from Defendant Uber  
21 stating, "Sorry our driver had to cancel today." Plaintiff filed a complaint with the Department of  
22 Justice reporting the denial of service.

23           40.     Plaintiff Steele continued to be denied service by Defendant Uber throughout the  
24 rest of 2017. During 2017, Plaintiff Steele was denied service by Defendant Uber on or about  
25 each of the following dates: January 3, 2017; January 31, 2017; February 1, 2017; February 7,  
26 2017; September 9, 2017; September 15, 2017; October 13, 2017; November 2, 2017; and  
27 November 27, 2017.  
28

1           41.     In addition to the numerous times that Defendant Uber completely denied service  
2 to Plaintiff, Plaintiff has repeatedly been subjected to disparaging comments and complaints by  
3 Uber drivers who reluctantly allowed Plaintiff to travel with her service animal. Throughout  
4 2016 and 2017 Plaintiff repeatedly dealt with drivers who complained and made disparaging  
5 comments to express their displeasure about taking Plaintiff's service animal.

6           42.     On March 21, 2016, when the Uber driver arrived to pick up Plaintiff the driver  
7 saw that Plaintiff had a service animal. The driver told Plaintiff that he usually doesn't "haul  
8 dogs." The driver also scolded Plaintiff for not advising him about her dog before he arrived.

9           43.     On March 30, 2016, the Uber driver initially objected to taking Plaintiff's service  
10 animal. After Plaintiff explained the importance of having her service animal with her, the driver  
11 reluctantly agreed to allow Plaintiff to ride with Goodee. However, during the trip, the Uber  
12 driver complained repeatedly that he had a fear of dogs. The driver also falsely accused Goodee  
13 of getting mud on his back seat.

14           44.     On April 28, 2017 the Uber driver first wanted to know if Plaintiff's service  
15 animal Goodee would shed hair. Throughout the trip, the Uber driver implied that she did not  
16 believe that Plaintiff's dog Goodee was a service animal. The driver wanted to know details  
17 about how a service animal works. The driver then told Plaintiff about a family member that  
18 fakes having a service animal.

19           45.     On October 19, 2017, the Uber driver would only take Plaintiff and her service  
20 animal if Goodee rode in the back of the driver's SUV away from Plaintiff. About two weeks  
21 later, on October 31, 2017, another Uber driver complained about having to take a "long-haired"  
22 dog in her car. The driver said she did not appreciate having to take other people's dogs in her  
23 car when Uber will not permit her to have her own dog in the car.

24           46.     On November 3, 2017, the Uber driver agreed to take Plaintiff's service animal  
25 Goodee, but then complained that he would now have to clean the car. Uber drivers have  
26 repeatedly complained to Plaintiff about taking her service animal, citing concerns for the interior  
27 of the car, fear of dogs, and allergies.  
28

1           47.     Most recently, on Valentine's Day, February 14, 2018, Plaintiff requested a ride  
2 through Defendant Uber's app. The driver arrived in a pick-up truck. When the driver saw  
3 Goodee, Plaintiff's service animal, the drive said the dog could ride in the truck bed. Plaintiff  
4 objected and advised that she must remain with her service animal. In response, the driver told  
5 Plaintiff that they should both get in the back of the truck. At one point the driver tried to take  
6 the leash away from Plaintiff. After an extended conversation, the driver eventually consented  
7 to letting both Plaintiff and her service animal ride in the cab of the truck. Plaintiff reported the  
8 incident to Defendant Uber. Plaintiff later received a reply from Uber stating, "No worries, we've  
9 noted your concerns and will follow up as needed."

10           48.     Throughout 2016 and 2017 Plaintiff complained to Defendant Uber each time she  
11 was denied service. Plaintiff also complained to Defendant Uber when a driver complained or  
12 made disparaging comments about taking her service animal. Despite Plaintiff's numerous  
13 complaints, Defendant Uber did not take Plaintiff's complaint seriously. In response to a  
14 complaint by Plaintiff, Defendant Uber replied with a text message stating, "No worries, we've  
15 noted your concerns, and are further reviewing this driver's account. We have also made sure  
16 that you will no longer be paired with this driver again, and we've issued a \$5 credit to you  
17 account that can be applied to your next trip."

18           49.     In fact, Defendant Uber failed to properly address any of Plaintiff's complaints.  
19 Defendant Uber has taken no action to remedy the repeated denials of service Plaintiff has  
20 reported, and Defendant Uber has done nothing to ensure that Plaintiff would not be denied  
21 service in the future.

22           50.     For instance, Plaintiff complained to Defendant Uber after she was completely  
23 denied service on September 15, 2017. In response to Plaintiff's complaint, a customer service  
24 representative from Defendant Uber called Plaintiff. The customer service representative  
25 apologized to Plaintiff for the problem. Plaintiff was informed that Uber would refund the \$5.00  
26 cancellation fee Uber had charged to Plaintiff's account. Plaintiff was also told that Uber would  
27 investigate and either provide the driver with additional education or suspend the driver.  
28 Plaintiff was later informed that Defendant Uber had provided the driver with additional

1 information regarding the legal obligation to provide service to an individual with disability  
2 who is traveling with a service animal with a disability with service animals.

3 51. When Plaintiff complained to Defendant Uber that she had been denied service on  
4 October 13, 2017, Uber responded to Plaintiff with a text message stating, "We've noted your  
5 concerns, and are further reviewing this driver's account. . . . We have ensured that you will no  
6 longer be paired with this driver." Defendant Uber took no further action to ensure that  
7 individuals with a service animal would be provided service as required by law. Further,  
8 Defendant Uber did nothing to enforce compliance with its own policies regarding service to  
9 persons with disabilities who travel with a service animal.

10 52. Plaintiff complained to Defendant Uber again on November 3, 2017, reporting  
11 that the driver agreed to provide service to Plaintiff and her service animal but complained  
12 repeatedly that he would have to clean the car. Plaintiff received a text response from Defendant  
13 Uber stating that it had noted her concerns. Uber assured Plaintiff she would not be paired with  
14 that driver again. Uber also issued a \$5 credit on her Uber account.

15 53. On November 27, 2017, Plaintiff reported to Defendant Uber that she had been  
16 denied service because of her need to travel with a service animal. Plaintiff reported that the,  
17 "driver pulled up saw me, saw the dog and LEFT. I then text 'are you in route' but received a  
18 text message on Uber's app stating, "our driver had to cancel today. UNACCEPTABLE  
19 DISCRIMINATION."

20 54. Defendant Uber responded to Plaintiff's complaint with a text stating, "We have  
21 launched in internal investigation and someone will be in contact with you as soon as possible  
22 regarding the matter. . ." In fact, no one from Uber ever contacted Plaintiff regarding her  
23 complaint. Instead, on December 3, 2017, Plaintiff received a text message from Defendant Uber  
24 stating, "Thank you so much for speaking with me on the phone and sharing the details of this  
25 reported incident. The behavior you described is not tolerated." In fact, no one from Uber had  
26 contacted Plaintiff, and Plaintiff had not spoken to anyone at Uber regarding her complaint.  
27 About two hours later, Plaintiff received another text message from Defendant Uber stating that  
28 it had closed out its investigation by providing the driver additional information regarding the

1 driver's legal obligations. Plaintiff alleges that in fact Defendant Uber did not investigate  
2 Plaintiff's complaint.

3         55. Plaintiff further alleges on information and belief that Defendant Uber does not  
4 require that drivers provide service to individuals with disabilities who travel with a service  
5 animal. Instead, drivers are asked to volunteer to take passengers with service animals. Uber  
6 gives a higher rating to drivers who volunteer than drivers who do not. Uber then matches  
7 drivers who volunteered to take service animals with ride requests from individuals traveling  
8 with a service animal. These policies and practices result in reduced service and longer wait  
9 times for individuals who travel with service animals since only those drivers who have  
10 volunteered to take service animals are available to accept the ride request.

11         56. Additionally, Plaintiff alleges on information and belief that Uber's app includes a  
12 rating system that Uber drivers use to rate passengers. Uber's passenger rating system operates  
13 in a manner that reduces service to individuals who travel with service animals. After each ride,  
14 the driver is able to rate the passenger on a scale of one to five. Drivers are able to view a  
15 passenger's average rating before accepting the ride. Additionally, if a driver gives a passenger a  
16 low rating, Uber does not match the driver to that passenger. Uber's passenger rating system  
17 gives drivers a means of screening-out passengers with service animals. Drivers give lower  
18 ratings to passengers with service animals than the rating given to other passengers. This  
19 enables the driver to avoid being matched with the same passengers in the future, and results in  
20 lower average ratings for passengers who travel with service animals. Since drivers prefer to  
21 pick-up drivers with higher ratings, and may choose not to accept a pick-up from a customer with  
22 a low rating. This screens-out riders who travel with a service animal, such a Plaintiff.

23         57. Defendant Uber's repeated denial of service and other conduct described in the  
24 preceding paragraphs of the complaint caused Plaintiff Steele extreme emotional distress. Each  
25 time Plaintiff was denied service she experienced intense anxiety and anger. Plaintiff would  
26 often begin to shake and cry. Plaintiff suffered from an ongoing sense of helplessness,  
27 abandonment, and isolation brought on by Defendants' unlawful discrimination. Plaintiff  
28 suffered from sleeplessness and nightmares. She also began suffering migraine headaches

brought on by Defendants' repeated denials of service. Plaintiff suffered this extreme emotional distress throughout 2016 and 2017. Plaintiff required medical attention from a mental health professional, which she still receives today. On at least one occasion Plaintiff was treated in the emergency department of a local hospital.

**First Cause of Action**  
 Violation of the Americans with Disabilities Act  
 42 U.S.C. §§ 12101, et seq  
 All Defendants

58. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs 1 through 57 of this complaint as if fully set forth herein.

59. Title III of the ADA prohibits discrimination on the basis of disability, "in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation." 42 U.S.C. § 12182(a). The ADA further provides that discrimination includes, "a failure of a private entity which operates a demand responsive system . . . to operate such system so that, when viewed in its entirety, such system ensures a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service provided to individuals without disabilities." 42 U.S.C. § 12182(b)(2)(C).

60. The ADA's implementing regulations specify that both public and private entities, "shall permit service animals to accompany individuals with disabilities in vehicles and facilities." 42 U.S.C. § 12186(a)(1); 49 C.F.R. § 37.167(d). The regulations also require that entities operating a demand responsive system, "shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals." 49 C.F.R. § 37.173.

61. Defendant Uber and DOES 1 through 10, each violated the mandates of the ADA as more fully set forth in the preceding paragraphs of this complaint, by, among other things: refusing to provide transportation to Plaintiff Steele because of her service animal; leaving



1 Plaintiff stranded with no transportation home after Defendant Uber had accepted her ride  
2 request, solely because of her disability and her service animal; telling Plaintiff that her service  
3 animal could not ride in the vehicle with Plaintiff but had to ride in the back of the vehicle in the  
4 truck bed; complaining to Plaintiff Steele about taking her service animal; failing to operate its  
5 demand responsive system in a manner that ensured Plaintiff, as an individual with a disability,  
6 received the same the level of service provided to individuals without disabilities; permitting  
7 drivers to volunteer to take service animals thereby resulting in a reduced pool of drivers  
8 available to provide service to individuals with disabilities who travel with a service animal, such  
9 as Plaintiff; maintaining a passenger rating system that allowed drivers to screen out persons  
10 with disabilities and individuals traveling with a service animal; not adequately training drivers  
11 about their obligations under the ADA to provide service to persons with disabilities who travel  
12 with a service animal; failing to develop and implement a means to receive and address  
13 complaints that service had been denied because of a service animal that is readily accessible to  
14 and usable by individuals with disabilities; failing to adequately investigate Plaintiff's  
15 complaints of denial of service; and failing to take effective and timely remedial action in  
16 response to Plaintiff's complaints that she had been denied service because of her service animal.

17 62. Defendant Uber and DOES 1 through 10, through their acts and omissions, each  
18 knowingly and intentionally discriminated against Plaintiff on an on-going and continuing basis  
19 because of her disability in violation of Title III of the ADA. Despite Plaintiff's numerous  
20 complaints to Defendant Uber that she had been repeatedly denied service because of her service  
21 animal, Defendant Uber failed to take equitable steps to remedy the discriminatory conduct.  
22 Defendant Uber and DOES 1 through 10 will continue to engage in unlawful discrimination and  
23 deny service to individuals with disabilities who travel with a service animal, and Plaintiff Steele  
24 will continue to suffer irreparable harm because of Defendants' unlawful practices.

25 63. Plaintiff is entitled to injunctive relief pursuant to 42 U.S.C. § 12188 and 42  
26 U.S.C. § 2000a-3(a), and hereby demands injunctive relief. Plaintiff asks the Court for an order  
27 directed to each Defendant, including Defendant Uber to:

28 (i) Ensure that in the future Plaintiff Steele and other individuals who travel with a



1 service animal are not denied service because of her service animal in the future;

2 (ii) Ensure that Plaintiff Steele, and other individuals who travel with a service animal  
3 are provided service without complaints or other disparaging comments about taking a service  
4 animal;

5 (iii) Fully comply with their own policies that prohibit discrimination against  
6 individuals with disabilities, including No-Tolerance or Zero-Tolerance policies against  
7 discrimination against individuals with disabilities, and policies that service be provided to  
8 persons with disabilities that travel with a service animal;

9 (iv) Ensure that each Defendant operates its response demand system of transportation  
10 in a manner that provides Plaintiff, and other individuals with disabilities who travel with a  
11 service animal, the same level of service as each Defendant provides to individuals without  
12 disabilities who do not travel with a service animal;

13 (v) Discontinue the policy and practice of permitting drivers to volunteer to take  
14 passengers who travel with a service animal and require that all drivers take passengers who  
15 travel with a service animal;

16 (vi) Discontinue its passenger rating system so that drivers are not allowed to screen  
17 out persons with disabilities who travel with a service animal;

18 (vii) Ensure that all drivers are adequately and fully trained about their obligations  
19 under the ADA to provide service to persons with disabilities who travel with a service animal;

20 (viii) Develop and implement a method to receive and address complaints that service  
21 had been denied because of a service animal that is readily accessible to and usable by  
22 individuals with disabilities ;

23 (ix) Develop and implement an effective and timely method to investigate complaints  
24 made by individuals with disabilities that service was denied because of a service animal;

25 (x) Fully investigate each complaint made by Plaintiff Steele that she was denied  
26 service, and inform Plaintiff of the findings or results of the investigation; and

27 (xi) develop and implement effective remedial action designed to stop unlawful  
28 denials of service by drivers and deter in response to Plaintiff's complaints that she had been  
denied service because of her service animal.

64. Plaintiff is also entitled to an award of statutory attorneys fees and costs pursuant to 42 U.S.C. § 12188 and 42 U.S.C. § 200A-3(b), and hereby demands an award of attorneys fees and costs according to proof.

### **Second Cause of Action**

Texas Human Resources Code § 121.001, et seq  
All Defendants

65. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs 1 through 57 above, as if fully set forth herein.

66. The Texas Human Resources Code makes it unlawful for a common carrier, airplane, railroad train, motor bus, streetcar, boat, or other public conveyance or mode of transportation operating with the state to “refuse to accept as a passenger a person with a disability because of the person’s disability, nor ma a person with a disability be required to pay an additional fare because of his or her use a service animal, wheelchair, crutches, or other device used to assist a person with a disability in travel.” Texas Human Resources Code §121.003(b).

67. The Texas Human Resources Code further provides that, “No person with a disability may be denied admittance to any public facility in the state because of the person’s disability. No person with a disability may be denied the use of a white cane, assistance animal, wheelchair, crutches, or other device of assistance.” Texas Human Resource Code § 121.003©.

68. Defendant Uber and DOES 1 through 10, each violated the mandates of the Texas Human Resources Code as more fully set forth in the preceding paragraphs of this complaint, by, among other things: refusing to provide transportation to Plaintiff Steele because of her service animal; leaving Plaintiff stranded with no transportation home after Defendant Uber had accepted her ride request, solely because of her disability and her service animal; by telling Plaintiff that her service animal could not ride in the vehicle with Plaintiff but had to ride in the back of the vehicle in the truck bed; complaining to Plaintiff Steele about taking her service animal; permitting drivers to volunteer to take service animals thereby resulting in a reduced pool of drivers available to provide service to individuals with disabilities who travel with a

1 service animal, such as Plaintiff; maintaining a passenger rating system that allowed drivers to  
2 screen out individuals with disabilities who travel with a service animal; not adequately training  
3 drivers about their obligations under state law to provide service to persons with disabilities who  
4 travel with a service animal; failing to develop and implement a means to receive and address  
5 complaints that service had been denied because of a service animal that is readily accessible to  
6 and usable by individuals with disabilities; by failing to adequately investigate Plaintiff's  
7 complaints of denial of service; and by failing to take effective and timely remedial action in  
8 response to Plaintiff's complaints that she had been denied service because of her service animal.

9         69. By violating the mandates of Texas Human Resource Code §§ 121.003(b) and  
10 121.003©, Defendants Uber and DOES 1 through 10, each deprived Plaintiff Steele of her civil  
11 liberties and has caused Plaintiff substantial harm and loss, including severe emotional distress,  
12 as more fully set forth in the preceding paragraphs of this Complaint. Plaintiff has suffered, and  
13 continues to suffer the indignation of unlawful discrimination, the deprivation of her right to full  
14 and equal enjoyment of the transportation services offered by Defendants. Plaintiff has suffered  
15 severe mental anguish, frustration, outrage, and anxiety. Plaintiff is entitled to receive and  
16 hereby demands compensatory damages in an amount according to proof. Texas Human  
17 Resource Code §121.004(b).

18         70. Defendants Uber and DOES 1 through 10 each committed the acts and omissions  
19 alleged in this complaint maliciously, fraudulently and oppressively, with a wrongful intent to  
20 harm Plaintiff Steele and with an evil motive amounting to malice, and in conscious disregard for  
21 Plaintiff's right to be free from discrimination on the basis of her disability and her right to use  
22 and enjoy the transportation services offered by Defendants. Plaintiff Steele is entitled to receive  
23 an award of punitive damages from each Defendant in an amount sufficient to punish each  
24 Defendant and to deter each Defendant from engaging in such unlawful practices, in an amount  
25 according to proof.

26         71. Plaintiff is also entitled to, and hereby demands, an award of attorneys fees and  
27 costs according to proof.  
28

**Third Cause of Action**  
Intentional Infliction of Emotional Distress  
All Defendant

72. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs 1 through 57 above, as if fully set forth herein.

73. Defendant Uber and DOES 1 through 10, each willfully and wantonly and with full knowledge and intent, harmed Plaintiff Steele by their extreme and outrageous conduct, as more fully set forth in the preceding paragraphs of this complaint. The extreme and outrageous conduct included, but was not limited to: refusing to provide transportation to Plaintiff Steele because of her service animal; leaving Plaintiff stranded with no transportation home after Defendant Uber had accepted her ride request, solely because of her disability and her service animal; telling Plaintiff that her service animal could not ride in the vehicle with Plaintiff but had to ride in the back of the vehicle in the truck bed; complaining to Plaintiff Steele about taking her service animal; failing to operate its demand responsive system in a manner that ensured Plaintiff, as an individual with a disability, received the same the level of service provided to individuals without disabilities; permitting drivers to volunteer to take service animals thereby resulting in a reduced pool of drivers available to provide service to individuals with disabilities who travel with a service animal, such as Plaintiff; maintaining a passenger rating system that allowed drivers to screen out persons with disabilities and individuals traveling with a service animal; not adequately training drivers about their obligations under the ADA to provide service to persons with disabilities who travel with a service animal; failing to develop and implement a means to receive and address complaints that service had been denied because of a service animal that is readily accessible to and usable by individuals with disabilities; failing to adequately investigate Plaintiff's complaints of denial of service; and by failing to take effective and timely remedial action in response to Plaintiff's complaints that she had been denied service because of her service animal.

74. Defendants each had full knowledge and was aware of the outrageous conduct alleged in this complaint, and knowingly permitted, condoned, or otherwise authorized or ratified the extreme and outrageous conduct.

1           75.     As a direct and proximate cause of Defendants' extreme and outrageous conduct,  
2 Plaintiff Steele has suffered and continues to suffer severe emotional distress, including the  
3 indignation of unlawful discrimination and the deprivation of her right to full and equal  
4 enjoyment of the transportation services offered by Defendants. Plaintiff has suffered severe  
5 mental anguish, frustration, outrage, and anxiety, as more fully set forth in the preceding  
6 paragraphs of this complaint, all caused by Defendants' extreme and outrageous conduct, in an  
7 amount according to proof.

8           76.     Defendant Uber and DOES 1 through 10 each committed the acts and omissions  
9 alleged in this complaint maliciously, fraudulently and oppressively, with a wrongful intent to  
10 harm Plaintiff Steele and with an evil motive amounting to malice, and in conscious disregard for  
11 Plaintiff's right to be free from discrimination on the basis of her disability and her right to use  
12 and enjoy the transportation services offered by Defendants. Plaintiff Steele is entitled to receive  
13 an award of punitive damages from each Defendant in an amount sufficient to punish each  
14 Defendant and to deter each Defendant from engaging in such unlawful practices, in an amount  
15 according to proof.


16  
17  
18                           **PRAYER FOR RELIEF**  
19

20           WHEREFORE, Plaintiff D'edra Steele prays for judgment as follows:

- 21           1.     For an order providing injunctive relief as provided in the preceding paragraphs of  
22 this complaint;
- 23           2.     For an award of compensatory damages to compensate Plaintiff for the  
24 deprivation of her civil liberties, in an amount according to proof;
- 25           3.     For an award of compensatory damages to compensate Plaintiff for the severe  
26 emotional distress, in an amount according to proof;
- 27           4.     For an award of Plaintiff's costs and attorneys fees, in an amount according to  
28 proof;

5. For an award of prejudgment interest, in an amount according to proof; and
6. For such other relief as the Court may deem fair and just.


Date: March 16, 2018

By:   
Angela Alioto  
John Scarpino  
Attorneys for Plaintiff D'edra Steele

**JURY DEMAND**

Plaintiff Steele hereby demands a trial by jury on all issues as permitted by applicable law.

Date: March 16, 2018

By:   
Angela Alioto  
John Scarpino  
Attorneys for Plaintiff D'edra Steele